

9/3/98



ABLE METRO MOVING & STORAGE, Inc.

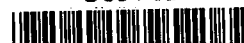
333 Hamilton Blvd., Bldg. 3-4 Phone: 908-561-6969

SOUTH PLAINFIELD, N.J. 07080

1. A. Able Metro Moving & Storage, Inc.
B. Charles F. Cedervall
C. Corporation in State of New Jersey in 1981
D. Currently trying to locate Certificate of Incorporation
2. N/A
3. no
4. Yes we currently occupy 25,000 sq ft. in Bldgs #3-#4. We have occupied this site since May 1, 1998. We utilize this space for offices and storage of used household goods.
5. We are movers of, and provide storage for, household goods. We do not handle any hazardous materials paints or flammables. Charles F. Cedervall has been the owner-manager-president of the company since moving to site in question.
6. None
7. None
8. N/A
9. N/A
10. No
11. N/A
12. N/A
13. None exist
14. None exist or existed



369743





ABLE METRO MOVING & STORAGE, Inc.

333 Hamilton Blvd., Bldg. 3-4 Phone: 908-561-6969

SOUTH PLAINFIELD, N.J. 07080

- 15. *No*
- 16. *Have no knowledge or information*
- 17. *None*
- 18. *Charles F. Cedervall
935 Belvidere Avenue
Plainfield, NJ 07060
908-561-6969*
- 19. *None*



CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of New Jersey

County of middlesex

I certify under penalty of law that I have personally examined and am familiar with the Information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Charles Cedervall
NAME (print or type)

President
TITLE (print or type)

[Signature]
SIGNATURE

Sworn to before me this

3 day of September, 1998

[Signature]
ALAN R. MORGAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 3, 2002
Notary Public

Inc. located

at 70 Black Street in the City of Newark in the County of Essex and the State of New Jersey, as Landlord, and Able Metro Moving and Storage, Inc. having mailing address as 1601 W. Edgar Road Bldg. G. in Linden, State of New Jersey, as Tenant. It is understood that a certain Rider, of even date herewith, is a part of and, where applicable, supersedes this Instrument.

WITNESSETH THAT: The Landlord leases to the Tenant and the Tenant rents from the Landlord, the following premises: Approx. 28,000 gross square feet, in building 3-4, located at 333 Hamilton Blvd., commonly known as the Hamilton Industrial Park, in the City of So. Plainfield, State of New Jersey, for a term of 5 years, commencing on ~~April 1~~ ^{MAY} 1, 1988 and ending on ~~March 31~~ ^{April 30}, 1993, to be used and occupied for no other purpose than warehousing, distribution of furniture and other moving related items.

PAYMENT OF RENT

1st: The Tenant covenants and agrees to pay to the Landlord, as rent, the sum of \$68,750.00 annually for the period of ~~April 1~~ ^{MAY} 1, 1988 to ~~October 31~~ ^{Nov 30}, 1991, and the sum of \$75,000.00 annually for the period of ~~November 1~~ ^{December} 1, 1991 to ~~March 31~~ ^{April 30}, 1993. The rent is to be paid in equal monthly payments in advance on the 1st day of each and every month during the term in the following manner: \$ 5,729.17 on the execution and delivery of this Agreement in payment of the first month's rent and \$ 5,729.17 on the 1st day of each and every month for the period of ~~April 1~~ ^{MAY} 1, 1988 to ~~October 31~~ ^{Nov 30}, 1991, and the sum of \$ 6,250.00 on the 1st day of each and every month for the period of ~~November 1~~ ^{December} 1, 1991 to ~~March 31~~ ^{April 30}, 1993, payable without demand.

REPAIRS AND CARE

2nd: The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or abuse of tenant, its employees, agents, and invitees, and at the end or other expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

COMPLIANCE WITH LAWS, ETC.

3rd: The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter the premises and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and

In case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

ASSIGNMENT

5th: The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purposes deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

ALTERATIONS, IMPROVEMENTS

6th: No alterations, additions or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

FIRE AND OTHER CASUALTY

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by

fire without the fault of the tenant or of Tenant's agents or employees the landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Landlord's control.

INSPECTION AND REPAIR

5th: Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

RIGHT TO EXHIBIT

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

VACANCY OR EVICTION

10th: If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary

proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting.

REPAIR OF DAMAGES

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises. Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

SIDEWALKS, DRIVEWAYS, YARDS, ETC.

12th: The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow the same to be obstructed or encumbered in any manner.

SIGNS

13th: The Tenant shall neither place, nor cause, nor allow to

be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

NON-LIABILITY OF LANDLORD

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

DEFAULT OF ANY COVENANTS

15th: If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, repossess and enjoy.

PRIORITY OF MORTGAGE

16th: That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be

...for and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

SECURITY

17th: The Tenant has this day deposited with the Landlord the sum of \$11,455.34 * as security for the full and faithful performance by the Tenant of all of the terms and conditions the Tenant's part to be performed, which sum shall be returned to the Tenant after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

* - Represents 2 months rent. The deposit at no time will be less than 2 months rent during the term or for any renewals, options, or extensions.

18th: The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

FIRE INSURANCE

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an end.

REMEDIES TENANT'S DEFAULT

20th: Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the

benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

MISC. ADDITIONAL CHARGES

21st: The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed applicable to sewage disposal and fire line charges, if any, and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

CREATION OF FIRE HAZARDS

22nd: The Tenant will not nor will the Tenant permit undertenants or other persons to do anything in the premises, or bring anything into the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or

THIS AGREEMENT, BETWEEN DSC of Newark Enterprises, Inc. located at 79 Blanchard Street in the City of Newark in the County of Essex and the State of New Jersey, as Landlord, and Able Metro Moving and Storage, Inc. having mailing address as 1601 W. Edgar Road Bldg. G. in Linden, State of New Jersey, as Tenant. It is understood that a certain Rider, of even date herewith, is a part of and, where applicable, supersedes this instrument.

WITNESSETH THAT: The Landlord leases to the Tenant and the Tenant rents from the Landlord, the following premises: Approx. 26,000 gross square feet, in building 3-4, located at 333 Hamilton Blvd., commonly known as the Hamilton Industrial Park, in the City of 30. Plainfield, State of New Jersey, for a term of 5 years, commencing on ~~April 1~~ ^{MAY 1}, 1988 and ending on ~~March 31~~ ^{April 30}, 1993, to be used and occupied for no other purpose than warehousing, distribution of furniture and other moving related items.

PAYMENT OF RENT

1st: The Tenant covenants and agrees to pay to the Landlord, as rent, the sum of \$68,750.00 annually for the period of ~~April 1~~ ^{MAY 1}, 1988 to ~~October 31~~ ^{Nov 30}, 1991, and the sum of \$75,000.00 annually for the period of ~~November 1~~ ^{December 1}, 1991 to ~~March 31~~ ^{April 30}, 1993. The rent is to be paid in equal monthly payments in advance on the 1st day of each and every month during the term in the following manner: \$ 5,729.17 on the execution and delivery of this Agreement in payment of the first month's rent and \$ 5,729.17 on the 1st day of each and every month for the period of ~~April 1~~ ^{MAY 1}, 1988 to ~~October 31~~ ^{Nov 30}, 1991, and the sum of \$ 6,250.00 on the 1st day of each and every month for the period of ~~November 1~~ ^{December 1}, 1991 to ~~April 30~~ ^{April 30}, 1993, payable without demand.

REPAIRS AND CARE

2nd: The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of tenant, its employees, agents, and invitees, and at the end or other expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

COMPLIANCE WITH LAWS, ETC.

3rd: The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter the premises and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and

in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

ASSIGNMENT

5th: The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purposes deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

ALTERATIONS, IMPROVEMENTS

6th: No alterations, additions or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

FIRE AND OTHER CASUALTY

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by

fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Landlord's control.

INSPECTION AND REPAIR

8th: Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

RIGHT TO EXHIBIT

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

VACANCY OR EVICTION

10th: If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary

proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting.

REPAIR OF DAMAGES

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises. Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

SIDEWALKS, DRIVEWAYS, YARDS, ETC.

12th: The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow the same to be obstructed or encumbered in any manner.

SIGNS

13th: The Tenant shall neither place, nor cause, nor allow to

be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

NON-LIABILITY OF LANDLORD

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

DEFAULT OF ANY COVENANTS

15th: If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, repossess and enjoy.

PRIORITY OF MORTGAGE

16th: That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be

superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

SECURITY

17th: The Tenant has this day deposited with the Landlord the sum of \$11,458.34 * as security for the full and faithful performance by the Tenant of all of the terms and conditions the Tenant's part to be performed, which sum shall be returned to the Tenant after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

* - Represents 2 months rent. The deposit at no time will be less than 2 months rent during the term or for any renewals, options, or extensions.

DSC OF NEWARK

FACSIMILE TRANSMITTAL SHEET

TO	ANITA	FROM	PATTY KUNZ
COMPANY	ABLE METRO	DATE	9/2/98
FAX NUMBER	908-561-0115	TOTAL NO OF PAGES INCLUDING COVER	32
PHONE NUMBER		SENDER'S REFERENCE NUMBER	
RE	LEASES	YOUR REFERENCE NUMBER	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS

THIS AGREEMENT, BETWEEN DSC of Newark Enterprises, Inc. located at 70 Blanchard Street in the City of Newark in the County of Essex and the State of New Jersey, as Landlord, and Able Metro Moving and Storage, Inc. having mailing address as 1601 W. Edgar Road Bldg. G. in Linden, State of New Jersey, as Tenant. It is understood that a certain Rider, of even date herewith, is a part of and, where applicable, supersedes this instrument.

WITNESSETH THAT: The Landlord leases to the Tenant and the Tenant rents from the Landlord, the following premises: Approx. 25,000 gross square feet, in building 3-4, located at 333 Hamilton Blvd., commonly known as the Hamilton Industrial Park, in the City of So. Plainfield, State of New Jersey, for a term of 5 years, commencing on ~~April~~ ^{MAY} 1, 1988 and ending on ~~March~~ ^{April 30} 31, 1993, to be used and occupied for no other purpose than warehousing, distribution of furniture and other moving related items.

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2nd: The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of tenant, its employees, agents, and invitees, and at the end or other expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

COMPLIANCE WITH LAWS, ETC.

3rd: The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter the premises and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and

in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

ASSIGNMENT

5th: The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purposes deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture.

ALTERATIONS, IMPROVEMENTS

6th: No alterations, additions or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

FIRE AND OTHER CASUALTY

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by

14:35 NOFFA: 10PP. - 190851.0115 NO. 787 539

18th: The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

FIRE INSURANCE

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall

fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Landlord's control.

INSPECTION AND REPAIR

8th: Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

RIGHT TO EXHIBIT

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

VACANCY OR EVICTION

10th: If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary

proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting.

REPAIR OF DAMAGES

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises. Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

SIDEWALKS, DRIVEWAYS, YARDS, ETC.

12th: The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow the same to be obstructed or encumbered in any manner.

SIGNS

13th: The Tenant shall neither place, nor cause, nor allow to

be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

NON-LIABILITY OF LANDLORD

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

DEFAULT OF ANY COVENANTS

15th: If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, repossess and enjoy.

PRIORITY OF MORTGAGE

16th: That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be

superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

SECURITY

17th: The Tenant has this day deposited with the Landlord the sum of \$11,458.34 * as security for the full and faithful performance by the Tenant of all of the terms and conditions the Tenant's part to be performed, which sum shall be returned to the Tenant after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

* - Represents 2 months rent. The deposit at no time will be less than 2 months rent during the term or for any renewals, options, or extensions.

18th: The security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

FIRE INSURANCE

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an end.

REMEDIES TENANT'S DEFAULT

20th: Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or tenant be adjudicated a bankrupt, or make an assignment for the

benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the devised premises.

MISC. ADDITIONAL CHARGES

21st: The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed applicable to sewage disposal and fire line charges, if any, and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

CREATION OF FIRE HAZARDS

22nd: The Tenant will not nor will the Tenant permit undertenants or other persons to do anything in the premises, or bring anything into the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or

purpose which would cause an increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

REMOVAL OF TENANT'S PROPERTY

23rd: If after default in payment of rent or violation of any other provision of this lease, or the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

NON-WAIVER BY LANDLORD

24th: The failure of the Landlord to insist strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

TENANT'S CONTINUED LIABILITY

25th: In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the

Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting.

EMINENT DOMAIN

26th: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the tenant.

TENANT'S OBLIGATION TO PAY RENT

27th: This lease and the obligation of Tenant to pay rent and perform all of the other covenants and agreements on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason

of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

DELAY IN OCCUPANCY

28th: Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the that premises are not ready for occupancy, or because a prior Tenant is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the rent shall not commence until possession is given or is available, but the term of the lease shall not be extended.

SUBORDINATION OF LEASE

29th: This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

WARRANTY AS TO BROKER

30th: Tenant represents and warrants to Landlord that Archie Schwartz Company of East Orange, was responsible in bringing about this agreement of lease and Landlord relies upon this representation.

UTILITIES

31st: No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus or condensate pump in premises and also for lighting and exit signs in common adjoining area (if any) is to be supplied and paid for by the Tenant.

ACCESS TO PREMISES

32nd: Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

ATTORNEY'S FEES

33rd: The Tenant agrees to pay as additional rent, all attorney's fees at the rate of \$150.00 per hour and other expenses, including but not limited to Landlord's employees' time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual, incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.

INCREASE OF TAXES

34th: Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 1988, then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for leasing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall

be collectable as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease, will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the diminution. The taxes for the year during and following any reduction of rentable area will be considered to be the assessment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable tax rate.

BREACH OF COVENANT

35th: Tenant agrees to use the premises and to conduct its business in such a manner that it will not create a nuisance or disturbance to other tenants or occupants. Tenant agrees that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal or other deterioration of any form of Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant 10 days notice of his intention to terminate this lease and/or any renewed term thereof for breach of covenant. In that event this lease and/or any renewed term thereof shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landlord on that date, but Tenant shall remain liable for payment of rent until the original termination date of this lease, or until the date of expiration of any renewed term thereof,

notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Tenant at the demised premises and mailed by Registered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc. emanate outside of the demised premises, and if so, whether they are of an objectionable or harmful nature, or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking place.

DAMAGE TO PREMISES

36th: The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises nor any of its facilities or installations. Should any damage of any kind or size take place, because of Tenant's operation or negligence, except normal wear and tear, Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

LIABILITY INSURANCE

37th: The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this lease, general public liability insurance, insuring the Landlord against liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$ 500,000.00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$ 500,000.00. The policy or policies of

insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than 15 days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least 15 days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

TELEGRAPH SERVICE CHARGE

38th: The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rent, within 10 days after presentation of bill, a telegraph service charge. This service provides central station supervision over building waterflow for fire protection purposes. Tenant will pay to the Landlord the monthly sum of \$50.00. This charge will be subject to adjustment in the event the telegraph company increases or decreases its charges to Landlord, and/or on a pro rata basis the square footage demised hereunder increases or decreases. Under no circumstances will the Landlord be held liable for the acts or negligence of the telegraph company. The

Landlord shall have the right to terminate the service provided for in this paragraph at any time upon sixty (60) days notice to Tenant.

LOSS OR DAMAGE CAUSED BY FIRE

39th: Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant for any loss or damage caused by fire or any other risk insured against by fire, standard extended coverage and malicious mischief and vandalism insurance, in force at the time of such loss or damage.

LANDLORD'S OPTIONS

40th: If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the cost and expense shall be payable on demand or, at the option of the Landlord, shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

EXAMINATION OF PREMISES

41st: The Tenant agrees that he has examined the premises and is familiar with their condition and that the Tenant is leasing the premises in their present condition, except as herein otherwise provided. The Tenant agrees that the Landlord has made no representations or promises with respect to the premises except as herein set forth.

LATE FEES

42nd: Without prejudice to any other right of the Landlord under this lease, Landlord shall have the right to charge a late fee for rent and other charges paid later than five (5) days after their due date, which fee shall be five percent (5%) per month of the amount of late rent and charges, which shall be due as additional rent.

UNFORSEEN TAXES

43rd: In the event any tax is levied by any governmental body, at any time during the term of the Tenant's occupancy, and in connection therewith, which is not contemplated by the parties, the obligation and payment therefor shall be borne by the Tenant, regardless of the method of collection or upon whom the tax is levied.

HPAT

44th: The Tenant will keep the premises sufficiently heated at all times, at his own cost and expense, to prevent freezing, water and steam damage to all sprinkler, plumbing, heating, and all other building utilities, equipment and realty.

ECRA

45th: (a) Tenant shall, at Tenant's own expense, comply with the Environmental Cleanup Responsibility Act, N.J.S.A. 13:1K-6 et seq. and the regulations promulgated thereunder (hereinafter referred to as "ECRA"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New Jersey Department of Environmental Protection (hereinafter referred to as the "NJDEP"). Should The Bureau or any other division of NJDEP determine that a clean-up plan

7
be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this paragraph shall arise if there is any closing, terminating or transferring of operations of an industrial establishment at the premises pursuant to ECRA. At no expense to Landlord, Tenant shall promptly provide all information requested by Landlord for preparation of non-applicability affidavits and shall promptly sign such affidavits when requested by Landlord. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the term of this Lease; and from all fines, suits, procedures, claims, and actions of any kind arising out of Tenant's failure to provide all information make all submissions, and take all actions required by the ECRA Bureau or any other division of NJDEP. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord remains responsible for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

(b) The Tenant's obligation to pay rent shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration as defined in the New Jersey Environmental Clean-Up Responsibility Act, or such other proof, reasonably satisfactory to

the Landlord, that the demised premises may be sold without violation of the New Jersey Environmental Clean-Up Responsibility Act.

OPTION TO RENEW LEASE

46th: Provided the tenant is not in default of any of the provisions of this lease, tenant shall have the option to renew this lease on the same terms and conditions as set forth in their original lease for a period of five years to commence upon the termination of this lease, except that the rental will be increased beginning ~~April~~ ^{MAY} 1, 1993, and for each year thereafter, until the end of the term of this lease, and for any extensions thereof. The Tenant agrees to pay to Landlord, as additional rental commencing ~~April~~ ^{MAY} 1, 1993, a percentage increase over and above the rentals provided elsewhere in this lease, equivalent to the cost of living increases, computed so that the said rental cost is increased by the same proportion of increase as the Consumer Price Index for all urban consumers, U.S. city average, as it exists, as compared to the aforesaid Consumer Price Index for the month of ~~March~~ ^{April} 1986 (1967=100) as published by the United States Dept. of Labor, Bureau of Labor Statistics. The price index shall be said price for the average price during the initial five year term of the lease. If at any appropriate time the price index shall no longer be published by said Bureau, then any comparable index issued by said Bureau or similar agency of the United States shall be used for the foregoing provisions. Notice of Tenant's intention to exercise the option must be given to the Landlord in writing by Registered Mail, Return Receipt Requested, at least six (6) months prior to the expiration of the original term of this lease, time being of the essence, and if no such notice shall be given by the Tenant, this lease shall terminate at the end of its state term without further notice.

LANDLORD RESPONSIBILITIES

47th: Landlord shall perform the following work to the building:

- CFC (2) a. Remove fence in front of the building and install approximately 100' of 5' chain link fence inside building #3 as designated by tenant.
b. Renovate the existing office area. Said renovation is to

include:

Drop Ceiling

New wallcovering if required and where necessary

Carpeting

Proper Lighting

Proper Heat/Air Conditioning system

Repair or replace office doors where necessary

Paint interior walls of the front warehouse of building #3

Secure doors in warehouse

Patch concrete floor and fill in areas where needed

Plywood over glass panel on Overhead Loading Door for additional security

Remove access wiring and pipes in ceiling of warehouse (non-functional)

Repair and paint existing bathrooms

Install canopy over truck loading platform

Install a new overhead door approx. 10' x 12' on the southernly portion of building number 3

Remove all signs from building.

Repair and clean up the existing platform in the allyways between buildings 3 and 5

TENANT ADDITIONAL RIGHT

48th: Tenant shall have the right at their own cost and expense to remove the rail siding and grade said area between buildings 3-4 and 5.

LANDLORD'S SIGNATURE

49th: This agreement is not binding unless approved in writing by an authorized representative of the Landlord.

The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the lease, provided however, that this covenant is subject to Landlord retaining title to the premises.

The covenants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns.

The words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this 22 day of April 1988.

Signed, Sealed and Delivered :
in the presence of :

DSC of Newark Enterprises, Inc.

ATTEST:

Secretary

BY:

Anthony A. Coraci, President

Able Metro Moving and Storage

ATTEST:

Witness

BY:

Charles F. Cedervall, President

RIDER TO LEASE AGREEMENT

Between

DSC OF NEWARK ENTERPRISES, INC. as Landlord

and

ABLE METRO MOVING AND STORAGE COMPANY as Tenant

This rider is intended by the parties to override and supersede in all ways relevant, a certain Lease Agreement dated *April 24*, 1988 by and between the above stated parties.

1. It is agreed that page 1 of the Lease, second paragraph shall be amended to include the following: The Landlord hereby grants as part of the demised premises sufficient ~~paved~~ area to permit the Tenant to park a minimum of ten tractor-trailer units, which premises shall be conveniently adjacent to the building being leased by the Tenant.

2. The second paragraph is amended to read as follows:

"2nd. The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of tenant, its employees, agents, and invitees, and at the end or other expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements and reasonable wear and tear excepted."

3. Paragraph 5 is hereby amended as follows:

The premises shall not be assigned or sublet without the written permission of the Landlord, which permission shall not be unreasonably withheld.

4. Paragraph 7 is hereby amended as follows:

In the event that the repairs cannot be made to avert a disruption of the Tenant's business, then in that event a proportionate abatement in rentals will be made by the Landlord. This clause shall not be construed so as to limit the remedies of the Tenant pursuant to the laws and statutes of the State of New Jersey.

5. Paragraph 10 is deleted and replaced with the following: If the premises or any part thereof shall become abandoned during the term or should the Tenant be legally dispossessed, the Landlord or Landlord's representatives may re-enter same in accordance with all rights and obligations permitted or required by the Law of the State of New Jersey and relet the premises as the agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by the Tenants; Tenant shall remain liable in accordance with the laws and statutes of the State of New Jersey.

6. Paragraph 11 is amended by the insertion of the following sentence subsequent to the third sentence of Paragraph 11 of the Lease: The Tenant is responsible for only the usual and reasonable premiums chargeable by a reputable insurance carrier doing business in the State of New Jersey in connection therewith.

7. Paragraph 13 is amended by the addition of the following sentence: The Landlord shall cause no unreasonable delay in connection with the removal and restoration of the signs referred to in this paragraph.

8. Paragraph 16 is amended by the addition of the following sentence: It is agreed and understood that this clause shall in no way operate to affect any or all rights conferred upon the tenant pursuant to the Lease of which this clause is a part.

9. Paragraph 17 shall be amended by the addition of the following sentence: The Tenant does not waive any legal and proper claims which it may have against the Landlord, notwithstanding the language of this paragraph, numbered 17.

10. Paragraph 22 is amended to indicate that the terminology contained therein is equally applicable to and assumed by the Landlord.

11. The following paragraph to be designated as Paragraph 33a shall be included in the Lease: The Landlord agrees to an abatement of rent or to pay in addition to such abatement, if applicable, all reasonable and necessary attorneys fees at the rate of \$150.00 per hour and other expenses including, but not limited to, Tenant's employees, time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per Court appearance for each individual, incurred by the Tenant in enforcing any of the Landlord's obligations in connection with this Lease. It is understood that the obligations to pay contained in Paragraph 32 and Paragraph 33a shall only apply in the eventuality of success in the claim being made by the respective parties.

12. Paragraph 34, sentence 3 shall be deleted and

replaced by the following: Any and all such additional taxes shall be payable by the Tenant in monthly installments, each additional installment representing one-twelfth (1/12) of the yearly increase and payable in addition to the monthly rental due under the Lease.

13. Paragraph 35 is deleted and the following paragraph is to be used in its place and stead: Tenant agrees to use the premises and to conduct its business in such a manner that it will not create a nuisance or disturbance to other tenants or occupants. Tenant agrees that it will not keep any dogs on the leased premises unless the Tenant has the prior written consent of the Landlord; Tenant further agrees that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal or other unusual deterioration of any form of the Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should the Tenant violate any provisions of this paragraph, the Landlord may, if it so elects, give the Tenant notice which shall be in writing and served upon the Tenant by certified mail, return receipt requested, that the Landlord believes a violation to have occurred giving the Tenant thirty (30) days within which to correct or abate the said defect. If the Tenant shall contest the applicability of the claim of defect by the Landlord, the Tenant shall, by certified mail, return receipt requested, notify the Landlord within five business days of receipt of the Landlord's notice

which will automatically result in the appointment of a qualified engineer to be chosen by mutual consent of the Tenant and Landlord whose decision shall be binding as to whether or not the said claim of violation is valid. If the engineer indicates that no violation exists, said determination shall be binding and no further action shall be taken by either party. In the event the engineer determines a violation to exist, the Tenant shall be given thirty days to abate the said condition or state of facts causing the said violation. In the event the Tenant has shown good faith in attempting to abate the violation and for reasons beyond the reasonable control of the Tenant the said condition cannot be abated within the said thirty day period, then the Tenant shall be granted such additional extensions of time as may be reasonable and necessary to complete the removal or abatement of said condition. It is understood that at all times during the existence of such a violation, that if the Landlord incurs expenses or penalties as a result thereof, that the Tenant shall fully indemnify the Landlord for those reasonable expenses or any penalties which may be assessed upon the Landlord either by requisite State, Federal or local authorities or by virtue of order of Court or other tribunal having legal and binding authority upon the Landlord. The Tenant shall, in all cases above stated, be notified in writing of the existence of said claim and shall be entitled to enter into and defend such litigation or proceedings as may be held to attempt to enforce said fines, penalties or proceedings.

14. Paragraph 43 shall be amended by the deletion

thereof and replacement with the following: In the event any tax is levied by any governmental body, at any time during the term of the Tenant's occupancy, and in connection therewith, which is not contemplated by the parties, the obligation and payment therefor shall be borne on a pro rata basis, in order to permit a reasonable allocation of the tax. The wording of this paragraph shall be valid regardless of the method of collection or upon whom the tax is levied.

15. The following additions are made to the provisions of Paragraph 47: The Landlord shall be responsible for the inclusion of wall covering, either wallboard or panelling, at a cost of \$10.00 per sheet with a right of prior consultation by the Tenant and the additional right to upgrade at the Tenant's cost. Similarly, the Landlord shall provide carpeting at a cost of \$12.00 per yard, with a right of upgrading by the Tenant. With regard to further renovations to the premises, the Tenant shall submit a sketch to the Landlord of those areas of modification requested by the Landlord whereupon the Landlord and Tenant shall agree as to those items for which the Landlord shall be responsible.

16. Paragraph 48 shall be amended by the addition of the following: The Tenant shall have the right to the exclusive use of the alleyway between Buildings 3-4 and 5, subject to properly enforced requirements of the South Plainfield Fire Department. With regard to the alley adjacent to the loading docks of the Tenant, it is agreed that the utilization shall not be exclusive, however, at all times the Tenant shall have

complete and exclusive utilization of the loading dock area and
sufficient space for vehicles while loading or unloading.

SIGNED, SEALED and DELIVERED
in the Presence of

ATTEST:


Secretary

DSC of Newark Enterprises, Inc.

BY:

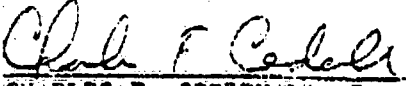

ANTHONY A. CORACI, President

ABLE METRO MOVING AND STORAGE

ATTEST:


Witness

BY:


CHARLES F. CEDERVALL, President

DSC of Newark Enterprises, Inc.

70 BLANCHARD STREET
NEWARK, NEW JERSEY 07105

(201) 589-4200

February 3, 1993

Able Metro Moving and Storage, Inc.
333 Hamilton Blvd., Bldg. 3-4
South Plainfield, N. J. 07080

Gentlemen:

Reference is made to our lease, dated April 22, 1988, covering Building No. 3-4 at our property located at 333 Hamilton Boulevard, South Plainfield, New Jersey, commonly referred to as the Hamilton Industrial Park.

This letter will confirm that the existing lease between us is extended for five (5) additional years, commencing May 1, 1993, upon the same terms and conditions as previously set forth, except for the following:

1. The annual rental for the first two years of this lease extension will be \$56,250.00, for a monthly rental of \$4,687.50, commencing May 1, 1993.
2. The annual rental for the next three years of this lease extension will be \$62,500.00, for a monthly rental of \$5,208.33, commencing May 1, 1995.
3. Accordingly, this lease will end on April 30, 1998.

This letter shall be attached to and become part of our existing lease.

This agreement is not binding unless approved in writing by an authorized representative of the landlord.

Kindly note your acceptance at the foot of the original and first copy of this letter and return to us for our signature.

ATTEST:

READ AND ACCEPTED:

DSC OF NEWARK ENTERPRISES, INC.

By: Sara Coraci

By: [Signature]

A. A. Coraci, President

ATTEST:

ABLE METRO MOVING AND STORAGE, INC.

By: Kathleen M. Yawles

By: [Signature]

Charles F. Cedervall, President

AAC/pjk

DSC of Newark Enterprises, Inc.

70 BLANCHARD STREET
NEWARK, NEW JERSEY 07105

(201) 589-4200

March 24, 1998

Able Metro Moving and Storage, Inc.
333 Hamilton Blvd., Bldg. 3-4
South Plainfield, NJ 07080

Gentlemen.

Reference is made to our lease, dated April 22, 1986 and extension dated February 3, 1993, covering Buildings No. 3-4 at our property located at 333 Hamilton Boulevard, South Plainfield, New Jersey, commonly referred to as the Hamilton Industrial Park.

This letter will confirm that the existing lease between us is extended for five (5) additional years, commencing May 1, 1998, upon the same terms and conditions as previously set forth, except for the following:

1. The annual rental will be \$75,000.00 for a monthly rental of \$6,250.00, commencing May 1, 1998.

2. Accordingly, this lease will end on April 30, 2003.

3. Landlord will perform the following work at his own cost and expense

A. Replace the recently destroyed dock canopy.

B. Refurbish entire office area with new carpeting, new ceiling

tiles installed with clips to keep tiles from moving.

C. Expand office area by 24 by 15 foot to extend present office to Ladies room door. Needless to say, this office should also have proper drop ceiling clicked in place, carpeting, proper heating and air conditioning for all offices should be provided.

This letter will be attached to and become part of our existing lease.

This agreement is not binding unless approved in writing by an authorized representative of the Landlord.

Kindly note your acceptance at the foot of the original and first copy of this letter and return to us for our signature.

ATTEST:

READ AND ACCEPTED:
DSC OF NEWARK ENTERPRISES, INC.

By: [Signature]

By: [Signature]

A. A. Coraci, President

By: [Signature]

By: [Signature]

Charles F. Calamelli, President

ABLE METRO MOVING AND STORAGE, INC.